



0000013334

ORIGINAL

NEW APPLICATION

ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide
Competitive Intrastate Telecommunication Services as a Reseller

Mail original plus 10 copies of completed application to:

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927If you have current applications pending in Arizona as
an Interexchange reseller, AOS provider, or as the
provider of other telecommunication services.Type of Service: _____
Docket No.: _____ Date: _____Type of Service: _____
Docket No.: _____ Date: _____For Docket Control Only:
(Please Stamp Here)AZ CORP COMMISSION
DOCUMENT CONTROL

200 SEP 14 AM 11:57

RECEIVED

DOCKET NO. T-03931A-00-0700

Docket No. _____

Date Docketed _____

A. Company and Telecommunications Service Information

(A-1) The name, address, and telephone number (including area code) of the applicant(company):

LCR TELECOMMUNICATIONS, L.L.C.
21 KERCHEVAL
SUITE 280
GROSSE POINTE, MI. 48236
(313) 882-7800

(A-2) If doing business (dba) under a name other than the applicant (company) name listed above, specify:

(A-3) The name, address, telephone number (including area code) and facsimile number of the management contact:

MARTIN J. TIBBITTS
MANAGING MEMBER
21 KERCHEVAL - SUITE 280
GROSSE POINTE, MI. 48236
(313) 882-7800 facsimile (313) 882-0345

(A-4) The name, address and telephone of the attorney, if any, representing the applicant:

N/A

(A-5) What type of legal entity is the applicant?

- ☐ Sole proprietorship
- ☐ Partnership: ____ limited, ____ general, ____ Arizona, ____ Foreign
- ☒ Limited liability company
- ☐ Corporation: ____ "S", ____ "C", ____ non-profit, ____ Arizona, ____ Foreign
- ☐ Other, specify:

(A-6) Include "Attachment A." Attachment A must list names of all owners, partners, limited liability company managers, or corporation officers and directors (specify), and indicate percentages of ownership.

- (A-7) 1. Is your company currently reselling telecommunication services in Arizona? If yes, provide the date or the approximate date that you began reselling service in Arizona. **NO**
2. If the answer to 1. is "yes", identify the types of telecommunications services you resell; whether operator services are provided or resold and whether they are provided or resold to traffic aggregators (as defined in A.A.C. Rule R14-2-1001(3), a copy of which is attached); the number of customers in Arizona for each type of service; and the total number of intrastate minutes resold in the latest 12 month period for which data is available. Note: The Commission rules require that a separate CC&N, issued under Article 10, be obtained in order to provide operator services to traffic aggregators.
3. If the answer to 1. is "no, when does your company plan to begin reselling service in Arizona?
EXPECTED 11/1/00

NEW APPLICATION

COPY
FORM A

ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide
Competitive Intrastate Telecommunication Services as a Reseller

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2000 SEP 14 A 11:58
AZ CORP COMMISSION
DOCUMENT CONTROLType of Service: _____
Docket No.: _____ Date: _____

DOCKET NO. T-03931A-00-0700

Docket No. _____

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- ☒ Limited liability company
- ☐ Corporation: ____ "S", ____ "C", ____ non-profit, ____ Arizona, ____ Foreign
- ☐ Other, specify:

(A-6) Include "Attachment A." Attachment A must list names of all owners, partners, limited liability company managers, or corporation officers and directors (specify), and indicate percentages of ownership.

- (A-7) 1. Is your company currently reselling telecommunication services in Arizona? If yes, provide the date or the approximate date that you began reselling service in Arizona. **NO**
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3. If the answer to 1. is "no, when does your company plan to begin reselling service in Arizona?
EXPECTED 11/1/00

- (A-8) Include "Attachment B." Attachment B, your proposed tariff, must include proposed rates and charges for each service to be provided, state the tariff (maximum) rate as well as the price to be charged, and state other terms and conditions, including deposits, that will apply to provision of the service(s) by your company.

The Commission provides pricing flexibility by allowing competitive telecommunications service companies to price their services at levels equal to or below the tariff (maximum) rates. The prices to be charged by the company are filed with the Commission in the form of price lists. See the "illustrative Tariff/Price List Example" attached. Note: Price list rate changes that result in rates that are lower than the tariff rate are effective upon concurrent notice to the Commission (See Rule R14-2-1109(B)(2)). See Rule R14-2-1110 for procedures to make price list changes that result in rates that are higher than the tariff rate.

- (A-9) The geographic market to be served is:

- ☒ Statewide
- ☐ Other. Describe and provide a map depicting the area.

- (A-10) List the states in which you currently resell services similar to those you intend to resell in Arizona.

ARKANSAS, CALIFORNIA, COLORADO, INDIANA, IDAHO, IOWA,
MICHIGAN, NORTH CAROLINA, MONTANA, NEW JERSEY, OREGON,
TEXAS, UTAH and VIRGINIA.

- (A-11) Provide the name, address, and telephone number of the company's complaint contact person.

DAVID HEPP
CUSTOMER SERVICE MANAGER (313) 882-7800
21 KERCHVAL-SUITE 280 EXT. 3010
GROSSE POINTE, MI. 48236

- (A-12) Provide a list of states in which you have sought authority to resell telecommunications services and in which the state granted the authority with major changes and conditions or did not grant your application for those services. For each state listed, provide a copy of the Commission's decision modifying or denying your application for authority to provide telecommunications services.

N/A

- (A-13) Has the company been granted authority to provide or resell telecommunications services in any state where subsequently the authority was revoked? If "yes", provide copies of the State Regulatory Commission's decision revoking its authority.

NO

- (A-14) Has the company been or is the company currently involved in any formal complaint proceedings before any State or Federal Regulatory Commission? If "yes", in which states is the company involved in proceedings and what is the substance of these complaints. Also, provide copies of Commission orders that have resolved any of these complaints

NO

(A-15) Has the applicant been involved in any civil or criminal investigations related to the delivery of telecommunications services within the last five years? If "yes", in which states has the applicant been involved in investigations and why is the applicant being investigated? **NO**

(A-16) Has the applicant had judgment entered against it in any civil matter or been convicted of criminal acts related to the delivery of telecommunications services within the last five years? If yes, list the states where judgment or conviction was entered and provide a copy of the court order. **NO**

B. Technical Information

(B-1) If your company is a switchless reseller, provide the name of the company or companies whose services you resell and skip to question (B-2). If you are not a switchless reseller, complete the remainder of this section. **AT&T, FRONTIER**

Include "Attachment C." Attachment C should provide the following information: A diagram of the applicant's basic call network used to complete Arizona intrastate telecommunications traffic. This diagram should show how a typical call is routed in both its originating and terminating ends (i.e. show the access network and call completion network).

Also include on the diagram the carrier(s) used for each major network component and indicate if the carrier is facilities-based or not. If the carrier is not facilities-based, indicate who owns the facilities (within the State of Arizona) that are used to originate and terminate the applicant's intrastate telecommunications traffic (i.e. provide a list of the Arizona facilities-based long distance carriers whose facilities are used to complete the applicant's intrastate traffic).

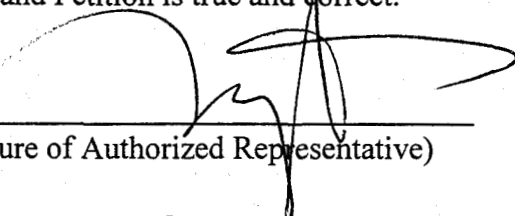
(B-2) Will your customers be able to access alternative toll service providers or resellers via 1+ or 10XXX access, if your system becomes non-operational? **YES**

C. Financial Information

(C-1) Include "Attachment D", Attachment D should provide copies of the following audited financial information for the most recent two years for all Arizona operations. Check boxes indicating items attached.

- ☐ current intrastate balance sheet
- ☐ current intrastate income statement
- ☐ current intrastate cash flow statement
- ☒ Other financial information evidencing financial resources.

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services and that the company will abide by Arizona State Law including the Arizona Corporation Commission Rules and Regulations. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.


(Signature of Authorized Representative)

9-11-00
(Date)

MARTIN J. TIBBITTS
(Print Name of Authorized Representative)

MANAGING MEMBER
(Title)

SUBSCRIBED AND SWORN to before me this 11 day of Sept., 2000


NOTARY PUBLIC

My Commission Expires 2003

DAVID J. SMITH
Notary Public, Wayne County, MI
My Commission Expires Aug. 15, 2003

ARIZONA CORPORATION COMMISSION

**COMPLETE THIS FORM IF YOU ARE NOT CURRENTLY RESELLING
TELECOMMUNICATIONS SERVICES IN ARIZONA AND RETURN TO:**

**Mary Ippolito
Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007**

Name: MARTIN J. TIBBITTS
Address: 21 KERCHEVAL
SUITE 280
GROSSE POINTE, MI. 48236
Tele No.: 313-882-7800

☒ I am not providing resold telecommunications services in Arizona.

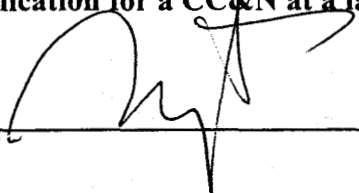
OR

☐ I am not interested in providing resold telecommunications services in Arizona at the present time.

If you have an application pending in Arizona for provision of reseller telecommunications services, please identify:

Docket No. _____
Application Date _____

By completing and returning this form, I understand my file will be administratively closed. I understand that I may submit an application for a CC&N at a later date, if I so desire.

Signature 

Date 9-11-00

ATTACHMENT A

LIMITED LIABILITY COMPANY MANAGERS

Owner/Member Information

Name: Tibbitts, Martin J.
Title: Managing Member
Address: 201 N. Lafayette #202 Royal Oak, MI 48067
SS Number: 213-96-3879
Telephone: 248-399-3278
% of Ownership 84

Name: Mills, John D.
Title: Member
Address: 85 Woodland Shore, Grosee Pointe, MI 48236
SS Number: 381-38-2274
Telephone: 313-881-2274
% of Ownership: 12

Name: Tibbitts, Loren J.
Title: Member
Address: 219 Cloverly, Grosse Pointe, MI 48236
SS Number: 558-44-3025
Telephone: 313-885-5413
% of Ownership: 4

Appendix D

Management Team Biographies

John D. Mills

- 1997-Present Founding Member, LCR Telecommunications, LLC
- 1980-1991 Founder and CEO of National Computer Equipment Corporation. Mr. Mills started the company in 1980 and sold it in 1991. The company was in the computer leasing industry and at the time of the sale, the company had over 200 employees and annual revenues of over \$80 Million. Specialized in ongoing relationships with the Fortune 1000 with 10 regional offices. 2500 lease contracts.
- 1970-1979 Co-Founder of CMI Corporation, a computer dealer and leasing company, concentrating in the small business and the education market nationwide. Mr. Mills built CMI from a start-up with no revenue and three employees to \$50,000,000 in annual sales and 100 employees, by the time Mr. Mills sold his interest in 1979.
- 1965-1970 Salesman, Burroughs Corporation, subsequently named Unisys Corporation.

In 1962, Mr. Mills graduated from the University of Detroit with a degree in Economics.

Loren J. Tibbitts

- 1997-Present Founding Member, LCR Telecommunications, LLC
- 1994-1996 General Manager, Artisan Associates, a small transportation brokerage business (\$40,000,000 per year) specializing in the movement of heavy equipment for the automotive industry. Mr. Tibbitts was responsible for all functions including financial, billing, operations, sales and project management.
- 1992-1994 Executive Manager, Douglas and Lomason, a seating and ornamentation supplier to the automotive industry with \$400,000,000 in annual sales. Mr. Tibbitts was responsible for all corporate Manufacturing Engineering functions as well the construction, start-up and operation of a plant in Saltillo, Mexico.

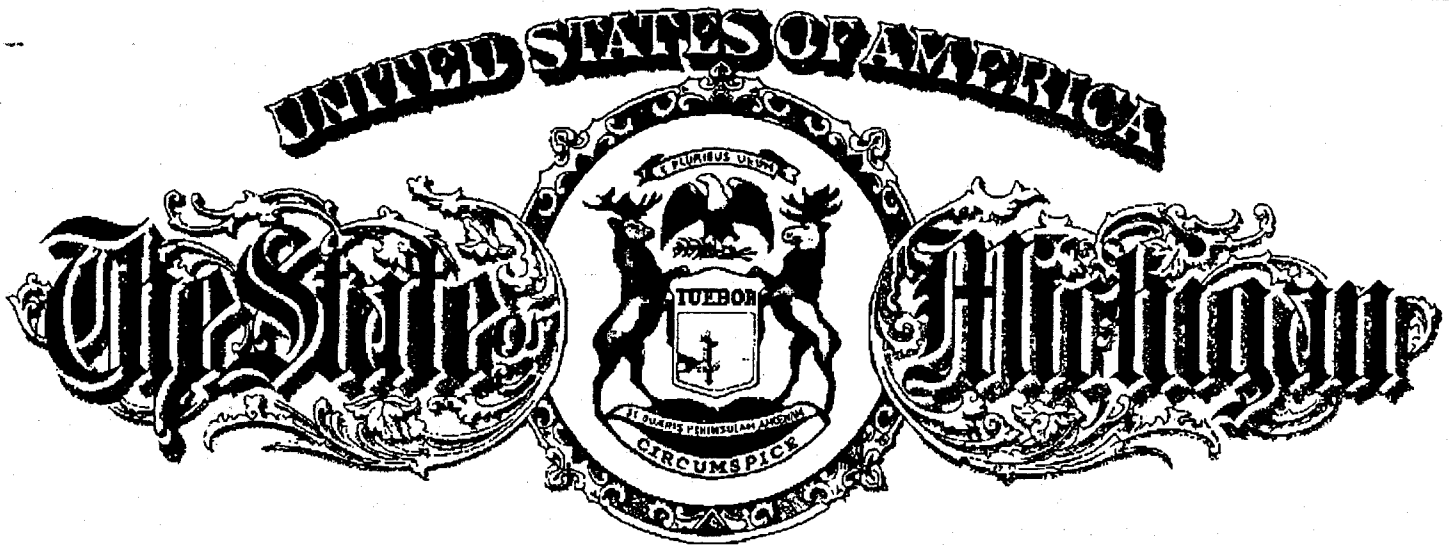
- 1988-1992 Plant Manager, General Motors, Cadillac Motor Car Division (Detroit/Hamtramck Assembly Center). A three million sq. ft. operation with 3,000 employees, a \$300 million annual budget producing 480 cars per day on one shift. Reporting directly to Mr. Tibbitts was a staff of six-Production, Quality, Material, Manufacturing, Engineering, Financial and Personnel, who were entirely responsible for the operation of the facility. Mr. Tibbitts participated with Cadillac when President Bush presented the 1990 Malcomb Baldrige National Quality Award to the plant. Received Industry Week magazine award as one of America's 10 Best Plants in 1991.
- 1985-1988 Plant Manager, General Motors, Cadillac Motor Car Division (Fleetwood / Clark Street Plants)
- 1967-1985 Mr. Tibbitts held many positions at GM, ranging from Shift Superintendent, to Senior Process Engineer, to Director of Plant Quality Control, to Production Manager, to Divisional Director of Quality Control for Buick, Oldsmobile and Cadillac.

Mr. Tibbitts received his Bachelor's from GMI (General Motors Institute). Mr. Tibbitts is fluent in Spanish.

Martin J. Tibbitts

- 1997-Present Founding Member of LCR Telecommunications, LLC.
- 1994-1997 Founding Partner of Least Cost Routing LTD, a California Limited Partnership. Least Cost Routing was formed in mid 1994 to broker domestic long distance. At its peak Least Cost Routing had nearly 100 independent agents marketing long distance throughout the U.S. Mr. Tibbitts dissolved Least Cost Routing in mid 1997 to begin the groundwork of forming LCR Telecommunications, LLC.
- 1990-1994 Branch Manager, F.N. Wolf & Company. Mr. Tibbitts worked as a stockbroker for the San Mateo, California office of F. N. Wolf and Company, a small New York investment banking firm.

Mr. Tibbitts graduated June of 1990 from Stanford University, with a degree in Human Biology. Mr. Tibbitts is fluent in Spanish, and conversant in French and Japanese.



Michigan Department of Consumer and Industry Services

Lansing, Michigan

This is to Certify That

LCR TELECOMMUNICATIONS, L.L.C.

a Michigan limited liability company, filed Articles of Organization in this office on October 13, 1997.

I FURTHER CERTIFY that the Articles are in full force and effect as of this date, and a Certificate of Dissolution has not been filed.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 18th day of July, 2000.

, Director

171L 0507274

Corporation, Securities and Land Development Bureau

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU

Date Received

(FOR BUREAU USE ONLY)

OCT 10 1997

FILED

OCT 13 1997

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

EFFECTIVE DATE:

Name <u>MARTIN TIBBITTS</u>		
Address <u>219 CLOVERLY</u>		
City <u>GROSSE POINTE</u>	State <u>MI</u>	Zip Code <u>48236</u>

Document will be returned to the name and address you enter above

ARTICLES OF ORGANIZATION

For use by Domestic Limited Liability Companies

(Please read information and instructions on last page)

B 1 5 - 5 5 6

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Articles:

ARTICLE I

The name of the limited liability company is: LCR TELECOMMUNICATIONS, L.L.C.

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company is: 30 YEARS

ARTICLE IV

1. The address of the registered office is:

21 KERCHEVAL SUITE 242, GROSSE POINTE, Michigan 48236
(Street Address) (City) (ZIP Code)

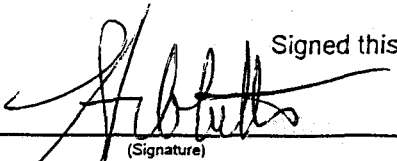
2. The mailing address of the registered office if different than above:

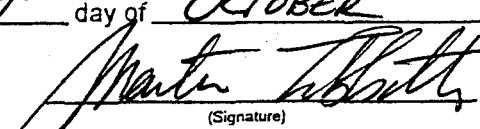
_____, Michigan _____
(P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is: MARTIN TIBBITTS

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this 9th day of OCTOBER, 19 97

By  (Signature)
LOREN J. TIBBITTS (Type or Print Name)

 (Signature)
MARTIN J. TIBBITTS (Type or Print Name)

_____, (Signature)
_____, (Type or Print Name)



FILED BY DEPARTMENT JAN 14 1999

FOR BUREAU USE ONLY

B15556

IDENTIFICATION NUMBER

1999 ANNUAL STATEMENT
LIMITED LIABILITY COMPANY

This report must be filed on or before February 15.

Required by Section 207(4), Act 23, Public Acts of 1993

Limited Liability Company Name and Mailing Address

LCR TELECOMMUNICATIONS, L.L.C.
21 KERCHEVAL STE 242
GROSSE POINTE MI 4823601/08/1999 BWAITELL
Trans 01067114

B15556

1093
Total \$5.00

Corps Lmted Liabil Ptnrshp \$5

Registered Office Address in Michigan - NO., STREET, CITY, ZIP
21 KERCHEVAL STE 242
GROSSE POINTE 48236Resident Agent
MARTIN TIBBITTS

Report changes in mailing address of registered office, resident agent or registered office address below:

1. Mailing address of registered office if different than preprinted mailing address

2. Resident Agent

3. Address of registered office - NO., STREET, CITY, ZIP
21 KERCHEVAL AVE., SUITE 280
GROSSE POINTE, MI 48236

The Company states that the address of its registered office and the business office or residence of its resident agent are identical. Any changes were authorized in accordance with the operating agreement, by the affirmative vote of a majority of the members voting in accordance with Section 502(1) of the Act, or by the managers voting in accordance with Section 405 of the Act.

Signature Required of Manager / Member (see instruction 2)

MANAGED BY:

Date

MEMBERS

1/5/99

INFORMATION & INSTRUCTIONS

1. Return this preprinted form with the required fee.
2. If you wish to change the Resident Agent, Registered Office, or the mailing address of the Registered Office, enter the changes in Item 1, 2, or 3, whichever is applicable.
3. **DOMESTIC LIMITED LIABILITY COMPANIES** - If company is managed by managers, signature of manager is required. A member must sign if company is managed by members.
FOREIGN LIMITED LIABILITY COMPANIES - This statement must be signed in ink by a person with authority to sign as provided in the laws of the jurisdiction of its organization.
4. **FEE** - Make remittance payable to the State of Michigan. Include limited liability company name and identification number on check or money order.
ANNUAL STATEMENT FEE \$5.00

RETURN TO :

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU
P.O. BOX 30057
LANSING MI 48909-7557
(517) 334-6300

ATTACHMENT B

PROPOSED TARIFF

INTRASTATE TOLL CARRIER TARIFF
A.C.C. Of Arizona NO. 1

LCR Telecommunications, LLC

Original Page 1

REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO
INTRASTATE TELECOMMUNICATIONS SERVICE
FURNISHED BY
LCR TELECOMMUNICATIONS, LLC
BETWEEN ONE OR MORE STATIONS WITHIN THE STATE OF ARIZONA

Service is provided by wire, radio, satellite, fiber optics, terrestrial facilities or any suitable technology or combination thereof.

Issued: September 12, 2000
By: Martin J. Tibbitts, Managing Member
21 Kercheval Suite 280, Grosse Pointe, MI 48236

Effective:

INTRASTATE TOLL CARRIER TARIFF
A.C.C. Of Arizona NO. 1

LCR Telecommunications, LLC

Original Page 2

CHECK SHEET

Pages 1 through 40 inclusive of this tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original	37	Original
8	Original	38	Original
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30	Original		

Issued: September 12, 2000
By: Martin J. Tibbitts, Managing Member
21 Kercheval Suite 280, Grosse Pointe, MI 48236

Effective:

INTRASTATE TOLL CARRIER TARIFF
A.C.C. Of Arizona NO. 1

LCR Telecommunications, LLC

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21 Kercheval Suite 280, Grosse Pointe, MI 48236

Effective:

INTRASTATE TOLL CARRIER TARIFF

A.C.C. Of Arizona NO. 1

LCR Telecommunications, LLC

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LONG DISTANCE TELECOMMUNICATIONS SERVICES

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Issued: September 12, 2000

By: Martin J. Tibbitts, Managing Member

21 Kercheval Suite 280, Grosse Pointe, MI 48236

Effective:

INTRASTATE TOLL CARRIER TARIFF
A.C.C. Of Arizona NO. 1

LCR Telecommunications, LLC

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LONG DISTANCE TELECOMMUNICATIONS SERVICES

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Issued: September 12, 2000
By: Martin J. Tibbitts, Managing Member
21 Kercheval Suite 280, Grosse Pointe, MI 48236

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A.C.C. Of Arizona NO. 1

LCR Telecommunications, LLC

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

Issued: September 12, 2000
By: Martin J. Tibbitts, Managing Member
21 Kercheval Suite 280, Grosse Pointe, MI 48236

Effective:

INTRASTATE TOLL CARRIER TARIFF
A.C.C. Of Arizona NO. 1

LCR Telecommunications, LLC

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INTRASTATE TOLL CARRIER TARIFF

EXPLANATION OF SYMBOLS

- R - to signify reduction.
- I - to signify increase.
- C - to signify changed regulation
- T - to signify a change in text but no change in rate or regulation.
- N - to signify a new rate or regulation.
- D - to signify discontinued rate or regulation.

Reference to Other Tariffs

References made in this tariff to other tariffs of this Company or to tariffs of other companies are to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof.

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By: Martin J. Tibbitts, Managing Member
21 Kercheval Suite 280, Grosse Pointe, MI 48236

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INTRASTATE TOLL CARRIER TARIFF

A.C.C. Of Arizona NO. 1

LCR Telecommunications, LLC

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1. APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of Intrastate Telecommunications Service provided by LCR Telecommunications, LLC (herein after referred to as the "Company"). The Company does not transmit communications, but offers the use of its facilities, where available, for the transmission of communications. Service is furnished subject to the availability of facilities and subject to transmission atmospheric and like conditions.

Services will be offered to customers in all counties in the State of Arizona.

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2. DEFINITIONS

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communications channels furnished by the Company over its facilities, are defined below:

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Account Code - Code numbers used in connection with designated telephone numbers that allow intrastate calls to be categorized for various applications.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service user for security and/or billing purposes. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment for use of the Company's Service(s). For a Direct Dialed call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate a call.

Call - A completed connection established between a calling station and one or more called stations.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Collect Call - A billing arrangement which bills the charge for a call to the called station's telephone number.

Common Carrier - A company or entity providing telecommunications service to the public.

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity, that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - The term "Customer-Provided Facilities,, denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

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2. DEFINITIONS (Continued)

Dial Station - (see Direct Dialed Call)

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment.

Directory Assistance - A service provided by the Company which provides listed telephone numbers to persons calling the Directory Assistance Bureau.

Equal Access - Service which provides the customer with access to the Carrier's network, via a customer provided or secured telephone line or lines, by means of dialing the digit "1".

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

FCC - The Federal Communications Commission.

Impaired Customers

- (a) For purposes of this tariff, the definition of impaired refers to those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, or speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.
- (b) Residential impaired customers or impaired members of a customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, are eligible to receive a discount off their message toll service rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired, are eligible to receive a discount off their message toll services rates.

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2. DEFINITIONS (Continued)

FCC - The Federal Communications Commission. (continued)

Impaired Customers (Continued)

- (c) Upon receipt of the appropriate application, and certification or verification, the following discounts off basic message toll service shall be made available for the benefit of the impaired: the evening discount off the intrastate, interexchange, customer-dialed, station to station calls occurring between 8:00 a.m. to 4:59 p.m. Monday through Friday; and the night/weekend discount off the intrastate, interexchange, customer-dialed, station to station calls originating 5:00 p.m. to 10:59 p.m. Sunday through Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Further more, the night/weekend discount plus an additional discount equivalent to no less than ten percent of the company's current, price list, day rate for basic message toll service shall be made available for intrastate, interexchange, customer-dialed station to station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday.
- (d) All message toll service calls placed through the Telephone Relay Service (TRA) are eligible to receive a discount off the message toll service rates. The rate discounts are the same as those set in paragraph a. preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call service, such as 900, 976, or 900-like services.

Intrastate Long Distance Message Telecommunication Service (LDMTS) - The term Intrastate Long Distance Message Telecommunication Service ("LDMTS") denotes the furnishing of Direct Dialed intrastate switched services to the Customer for the completion of long distance voice and/or dial-up low speed data transmissions over voice grade channel(s) from the Company's point(s) of presence between one or more stations within the State of Arizona.

Local Exchange Carrier (LEC) - The term "Local Exchange Carrier" denotes any telephone company that has been granted a certificate of Public Convenience and Necessity by a State Commission that provides local telephone service to Customers within a defined exchange.

Measured Charge - A charge assessed on a per minute or less incremental basis in calculating a portion of the charges due for a completed call.

Message Toll calls Placed Through the Telephone Relay Service (TRS) - All message toll service calls placed through the Telephone Relay Service (TRS) are eligible to receive a discount off the message toll service rates. The rate discounts are the same as those set forth in the description of Impaired Customers, paragraph (c) preceding. The discount shall not apply to sponsor charges associated with calls placed to pay/per-call services, such as 900, 976, or 900-Like services,

Other common carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company providing intrastate communications service(s) to the public.

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2. DEFINITION: (Continued)

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers that allow intrastate calls to be categorized for various applications.

Point of Presence - The term "Point of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by other Common Carriers, Local Exchange Carriers or Customers for access to the Company's network configuration.

Premises - The term "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc) not separated by a public highway.

PUC- Public Utilities Commission.

Real Time Rated - Real Time Rated rates apply to (a) Calls originated by dialing the appropriate operator code (e.g., 0,10550+0) and paid for by depositing coins at local telephone company owned public or semi-public telephones and (d) calls for which the Company furnishes time and/or charges.

Service(s) - Intrastate voice and/or data telecommunications Service provided to a customer or Authorized User by the Company.

Telecommunications Service - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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3. GENERAL REGULATIONS

3.1 Scope

The Company undertakes to provide Intrastate Telecommunications Service in accordance with the terms and conditions set forth in this tariff. The Company and the customer also may enter into a Service Agreement for the provision of Service. In the event of any conflict between the provisions of such agreement and the provisions of this tariff, the provisions of this tariff shall control to the extent required by law.

3.2 Interconnection with Other Common Carriers

3.2.1 The Company reserves the right to interconnect its service with those of any other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such service concurrently with its own facilities for the provision of service offered herein.

3.3 Availability of Services

3.3.1 Service is furnished subject to the availability of service components required. The Company will (1) determine which of those components shall be used and (2) make modifications to those components at its option.

3.3.2 Services are available twenty-four hours per day, seven days a week.

3.4 Use of Services

3.4.1 The Company's Service may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunication facilities utilized in the provision of Services. All such usage shall be subject to the provisions of this tariff and the applicable rules, regulations and Policies of the Public Utilities Commission of Arizona. Customers and Authorized Users are prohibited from and by their acceptance or use of Service agree not to use the Services furnished by the company for any unlawful Purpose or for any Purpose prohibited under the provisions of any regulatory order.

3-4.2 The use of the Company's Services to make calls that might reasonably be expected to frighten abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

3-4.3 The use of the Company's Service(s) without payment or attempting to avoid Payment for Service(s) by fraudulent means or devices, schemes, false or invalid numbers or false calling or credit cards is prohibited.

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3. GENERAL REGULATIONS (Continued)

3.5 Undertaking of the Company

3.5.1 The Company undertakes to provide switched Intrastate Telecommunications Service in accordance with the terms and conditions set forth in this tariff.

3.6 Limitations on Service

3.6.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company reserves the right not to provide service to or from locations where the necessary facilities or equipment are not available.

3.6.2 The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff, or in violation of the law.

3.6.3 Title to all facilities provided by the carrier under these regulations remains with the Company.

3.7 Liability of the Company

3.7.1 Except as stated in this Section 3.7, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.

3.7.2 The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of Service(s) under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing Service(s) or arising out of any failure to furnish Service(s) shall in no event exceed an amount of money equivalent to the Proportionate charge to Customer for the period of Service(s) during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or

Service(s) that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

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3. GENERAL REGULATIONS (Continued)

3.7 Liability of the company (Continued)

- 3.7.3 The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the Service(s) received by Customer, or for the unavailability of or any delays in the furnishing of any Service(s) or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common carrier in furnishing the Services provided to Customer, the Company's liability shall be limited according to the provisions of Section 3.7.2 above and elsewhere herein.
- 3.7.4 The Company shall not be liable for any failure or performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United State Government, or any other government including state and local governments having jurisdiction over the Company or the Services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- 3.7.5 The Company shall not be liable for any act or omission of any other entity furnishing facilities or equipment used with the Service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities.
- 3.7.6 The Company shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees and court costs, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's Service(s) and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities and Service.
- 3.7.7 Under no circumstances whatsoever shall the Company or its officers, directors, agents, or employees be liable for any indirect, incidental, special, or consequential damages.

3. GENERAL REGULATIONS (Continued)

3.7 Liability of the Company (Continued)

3.7.3 The Company shall not be liable for and the customer indemnifies and holds the carrier harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the customer or any other property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by the Company where such installation, operation, failure to operate, maintenance condition, location or use is not the direct result of the Company's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

3.7.9 Approval of the above tariff language by the PUC of Arizona does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

3.8 Assignment

Customer shall not assign or transfer the use of the Company's Services except with the prior written consent of the Company in each and every instance. Consent to such assignment or transfer will not be unreasonably withheld.

3.9 Responsibilities of the Customer

3.9.1 The Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that authorized Users comply with tariff regulations.

3.9.2 The Customer is responsible for charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by the Company on the Customer's behalf.

3.9.3 If required for the provision of the Company's Services, the Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to the Company.

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3. GENERAL REGULATIONS (continued)

3.9 Responsibilities of the Customer (Continued)

3.9.4 The customer is responsible for arranging ingress to its premises at times mutually acceptable to the customer and the Company when required for Company personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's Service.

3.9.5 The Customer shall ensure that its terminal equipment and system is properly interfaced with the Company's facilities and Services, that the signals emitted into the Company's facilities are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Part 68 of the rules of the FCC, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers.

3.9.6 If the customer fails to maintain the equipment and the system properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of Service to other Customer (s), the Company may require the use of protective equipment at the Customer's expense. If this measure fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Customer's Service.

3.9.7 The Customer must pay the Company for replacement and repair of damage to the equipment and facilities of the Company caused by negligence and willful act of the Customer, its Authorized Users, and others, and for improper use of equipment provided by the Customer, its Authorized Users, and others.

3.9.8 The Customer shall be liable for loss of or damage to the Company's service, equipment or facilities at the Customer's premises, including, but not limited to loss or damage resulting from fire or theft.

3.10 Cancellation or Interruption of Service

3.10.1 Without incurring liability, and upon ten (10) days written notice to the Customer, the Company may discontinue Service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted Service under the following conditions:

- (a) For nonpayment of any sum due the Company for more than ~~thirty days after issuance of the bill for the amount due;~~
- (b) For violation of any of the provisions of this tariff;
- (c) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's Service;

3. GENERAL REGULATIONS (Continued)

3.10 Cancellation or Interruption of Service (Continued)

3.10.1 (continued)

(d) By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its Service;

(e) Unauthorized fraudulent use of the Company's service; or

(f) Non-payment of a deposit, as required by the Company.

3.10.2 Without incurring liability, the Company may interrupt the provision of Service at any time in order to perform test(s) and inspection(s) to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

3.10.3 Service may be discontinued by the Company without notice to the customer, by blocking calls using certain Customer authorization Codes, when the Company deems it necessary to take action to prevent unlawful use of its Service. The Company may restore Service as soon as it can be provided without undue risk. The Company does not warrant or guarantee that it can prevent unlawful use, and the customer is responsible for controlling access to and use of, their equipment and facilities.

3.10.4 If, for any reason, Service(s) is interrupted, the customer will only be charged for the Service that was actually used.

3.11 Cancellation by Customer

If a customer orders service requiring special facilities dedicated to the customer's use and then cancels his order before the service begins, before ~~completion of the minimum period, or before completion of some other period~~ mutually agreed upon by the customer and the carrier, a charge will be made to the customer for the nonrecoverable portion of expenditures or liabilities incurred expressly on behalf of the customer by the carrier and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no service provided, the non-recoverable cost of such construction shall be borne by the customer.

3. GENERAL REGULATIONS (Continued)

3.12 Special Services - For the purpose of this tariff, Special Service is deemed to be any request for service for which there is not a prescribed rate in this tariff.*

3.12.1 Specific Regulations

- (a) If at the request of the customer, the carrier obtains facilities not normally used to provide service to its customer, the cost incurred will be billed as a Special Service.
- (b) If at the request of the customer, the carrier provides technical assistance not normally required to provide service, the costs involved will be billed as a Special Service.
- (c) Where special signaling, conditioning, equipment or other features are required to make customer provided equipment efficient and compatible with the carrier service, the cost of providing these features will be billed as a Special Service.
- (d) Special Service charges may be equivalent to the estimated cost of furnishing any such service based upon charges applicable to the service provided including all relevant operating, maintenance and administrative expenses, the cost of providing necessary equipment and materials and all associated installation costs including engineering, labor, supervision and transportation.

3.12.2 Non-Routine Installation and/or Maintenance Charge

- (a) When, at the specific request of the customer, installation and/or routine maintenance is performed outside of the regular business hours, additional Special Service charges may apply. Special Service charges will be based upon the actual labor, material and other costs incurred by or billed to the carrier in the provision of these Special Services.

Special services for facilities and access to the LEC are the responsibility of the customer. In the event that Century acts as an agent for the customer in obtaining that access, Century may bill the customer on the LEC's behalf. All other charges outside of tariffed rates will be submitted as a contract for Commission approval.

3. GENERAL REGULATIONS (Continued)3.12 Special Services (continued)3.12.2 Non-Routine Installation and/or Maintenance Charge

- (b) If installation and/or routine maintenance is performed during regular business hours and is extended beyond these normal business hours, at the request of the customer, for completion of the task, and these circumstances are not the fault of the carrier, Special Service charges may apply. Such circumstances include, but are not limited to: stand-by in excess of one hour; weekend, holiday, or night time cut-over; and additional installation testing in excess of the normal testing required to provide service.

3.13 Emergency Services Calling Plan

- 3.13.1 Message Toll telephone calls to governmental emergency service agencies, as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, and meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customer.

- (a) Governmental fire fighting, Arizona State Highway Patrol, police and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, 365 days a year, including holidays.

- (b) An emergency is an occurrence in which conditions pose immediate threat to human life and/or property and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

3.14 Directory Assistance

- 3.14.1 Directory Assistance Services, as provided by the Company consists of supplying or attempting to supply listed telephone numbers to persons who call the Directory Assistance Bureau. The charges billed to the customer, pursuant to this tariff, shall reflect only those Directory Assistance calls billed to the Company by the local exchange carrier. Directory Assistance personnel cannot complete calls to requested telephone numbers.

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3. GENERAL REGULATIONS (Continued)

3.15 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety (90) days on a per customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Company's tariff as an addendum to the Company's price list.

3.16 Impaired Customer

- (a) For purposes of this tariff, the definition of impaired refers to those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, or speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.
- (b) Residential impaired customers or impaired members of a customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, are eligible to receive a discount off their message toll service rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired, are eligible to receive a discount off their message toll services rates.
- (c) Upon receipt of the appropriate application, and certification or verification, the following discounts off basic message toll service shall be made available for the benefit of the impaired: the evening discount off the intrastate, interexchange, customer-dialed, station to station calls occurring between 8:00 a.m. to 4:59 p.m. Monday through Friday; and the night/weekend discount off the intrastate, interexchange, customer-dialed, station to station calls originating 5:00 p.m. to 10:59 p.m. Sunday through Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Further more, the night/weekend discount plus an additional discount equivalent to no less than ten percent of the company's current, price list, day rate for basic message toll service shall be made available for intrastate, interexchange, customer-dialed station to station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday.
- (d) All message toll service calls placed through the Telephone Relay Service (TRA) are eligible to receive a discount off the message toll service rates. The rate discounts are the same as those set in paragraph a. preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call service, such as 900, 976, or 900-like services.

4. PAYMENTS AND CREDIT REGULATIONS

4.1 Billing and Collection of Charges

Bills may be billed and collected by the Company, its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collected.

4.2 Payment for Service

The Customer is responsible for payment of all charges for Service originated or charges accepted at the Customer's service point.

4.2.1 The Customer shall remit payment of all charges to the Company or to any agency authorized by the Company to receive such payment.

4.2.2 A delinquent account may subject the Customer's Service to temporary disconnection.

4.2.3 Failure to receive a bill will not exempt a Customer from prompt payment of any sum(s) due the Company.

4.2.4 In the event the Company must employ the service(s) of an attorney(s) for collection of charges due under this tariff or any contract for Special Services, customer shall be liable for all costs of collection and court costs including reasonable attorney fees.

4.3 Deposits

4.3.1 The company or its agent may require an applicant or a present Customer to post a deposit to be held by the Company or its agent as guarantee of payment.

4.3.2 The fact that a deposit has been made, or a guaranty provided, shall in no way relieve the Customer from complying with the company's and/or its agent's regulations as to the prompt payment of bills, nor constitute a waiver or modification of the regular practices of the Company or its agent providing the temporary suspension of the Service contract for nonpayment of bills.

4.3.3 A deposit is not to exceed the estimated charges for two (2) months tarified services for a specified customer. Deposits will be held for a period of one year.

4.3.4 A deposit will be returned when an application for service has been cancelled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the tariff and the excess portions of the deposits will be returned; or upon discontinuance of service. The Company will refund the subscriber's deposit or the balance in excess of unpaid bills for the service.

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4. PAYMENT AND CREDIT REGULATIONS (Continued)

4.4 Customer's Liability in the Event of Disconnection of Service by the Company

In the event Customer's Service is disconnected by the Company for any of the reasons stated in Section 3.10 or elsewhere herein, Customer shall be liable for all unpaid charges due and owed to the Company associated with the Service. Customer's deposit and accrued interest shall be applied to all charges applicable to the Service offering received by Customer.

4.5 Reinstitution of Service

If Customer seeks reinstitution of Service following denial of Service by the Company, Customer shall pay to the Company prior to the time service is reinstituted (1) all accrued and unpaid charges, and (2) a deposit as set forth herein.

4.6 Right to Bill for Improper Use of the Company's Services

Any person or entity which uses, appropriates or secures the use of Service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which use, appropriation, or securing of Service is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the unpaid charges and the accrued interest that would have been applicable to the use of the Company's Service.

4.7 Termination of Service

The customer's service shall automatically terminate upon expiration of the customer's subscription to the Company's Service. The customer may terminate service upon notice to the company.

4.8 Bad Check Charge

A charge will be assessed for all checks returned by drawee bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

4.9 Billing Entity-Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including, but not limited to any applicable interest, or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact the Company directly.

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5. GENERAL RATE REGULATIONS

The rates and regulations for Intrastate Telecommunications Service offered pursuant to this tariff are set forth below. Other charges, including promotional rates, may apply in addition to or instead of such charges, as permitted by the Arizona Public Utilities Commission. Charges are based on the rates in effect at the time the service is furnished.

5.1 Rate Determination - The rates for intrastate Message Telecommunications Service calls which are charged on a per call basis are determined by the following:

- distance between applicable rate centers; and
- time of day and day of week (including holidays); and
- duration of call; and
- class of service of the call.

5.2 Determination of Distance Measurement - Measured usage charges between stations within the State of Arizona are measured on the bases of the airline mileage between rate centers of the stations involved.

5.3 Determination of Duration

5.3.1 For Direct Dialed calls, chargeable time begins when the connection is established between the calling station and the called station.

5.3.2 Chargeable time ends when the connection is terminated.

5.3.3 Chargeable time does not include time lost because of known faults or defects in the Service(s).

5.4 Determination of Time of Day

5.4.1 The time when connection is established is determined in accordance with the time - standard or daylight savings legally or commonly in use at the location of the rate center of the calling service point and determines whether Day, Evening, Night or Weekend rates apply.

5.4.2 Day, Evening, and Night/Weekend times are determined by the local time of the location of the rate center of the calling service point. Chargeable time for a rate period (e.g., 8:00 a.m. - 5:00 p.m.) begins with the first stated hour (8:00 a.m.) and continues to, but does not include, the second stated hour (5:00 p.m.). If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charges for each additional increment of usage is the additional incremental billing rate of the rate period in which the beginning of each increment occurs.

INTRASTATE TOLL CARRIER TARIFF

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5. GENERAL RATE REGULATIONS (Continued)

5.5 Rate Periods

5.5.1 Day Period - 8:00 a.m. to, but not including, 5:00 p.m. Monday through Friday.

5.5.2 Evening Period - 5:00 p.m. to, but not including, 11:00 P.M. Monday through Friday and Sunday.

5.5.3 Night/weekend Period - 11:00 p.m. to, but not including 8:00 a.m. Monday through Friday, all day Saturday, and Sunday, to but not including 5:00 p.m.

5.5.4 Holiday Rate Period - The evening rate periods are used, unless a lower rate would normally apply.

5.6 Initial and Additional Periods

5.6.1 Initial Period - The initial period for all classes of calls shall not exceed one minute.

5.6.2 Additional Period - Additional increment charges are one minute or less and are used to bill the chargeable time beyond the Initial Period. Additional increment rates apply to each additional increment, or fraction thereof, that chargeable time continues beyond the Initial Period.

5.7 Calculation of Billable Time

5.7.1 The initial increment or fraction thereof is subject to the initial increment rate.

5.7.2 The subsequent seconds may be rounded in no more than whole minute increments, the remaining seconds, if any, may be rounded up to no more than the next whole minute and billed at the additional increment rate.

5.8 Taxes

All federal excise taxes and state and local sales, use, and similar taxes are billed as separate line items and are not included in the rates specified in this tariff. When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise or other similar taxes or fees, based on intrastate receipts are imposed by certain taxing jurisdictions upon the Company, or upon Local Exchange Carriers and passed on to the Company through or with intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each customer's bill is determined by the Intrastate Telecommunications Service provided to and billed to a customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

Issued: September 12, 2000

By: Martin J. Tibbitts, Managing Member

21 Kercheval Suite 280, Grosse Pointe, MI 48236

Effective:

INTRASTATE TOLL CARRIER TARIFF
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LCR Telecommunications, LLC

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5. GENERAL RATE REGULATIONS (Continued)

5.8 Taxes (Continued)

5.8.1 Arizona Sales Tax

Certain telecommunications services, may be subject to state sales tax at the prevailing tax rates, if the services originate or terminate in Arizona, or both, and may be charged to a subscriber's telephone number or account in Arizona. In compliance with this requirement, subscribers may be charged a state sales tax at the prevailing tax rates, if applicable.

5.9 Holiday and Discount Periods*

LCR's products are Flat Rate services and there are no time-of-day or holiday discounts.

5.10 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volumes for MTS services.

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6. RATES AND CHARGES

6.1 LCR 1+ (MTS) - Intrastate/IntraLATA Interexchange Rate Plan #1

Two-point LCR 1+ Intrastate and IntraLATA rates are based on a flat rate per minute. The following rates apply to Dial Station (Calling Party). There is no installation or monthly charge for LCR 1+ (MTS) Intrastate/IntraLATA calls. LCR 1+ (MTS) bills in one (1) minute increments with a one (1) minute minimum.

Schedule of MAXIMUM Rates

RATE PER MINUTE

<u>Initial 1 Minute</u>	<u>Each Additional Minute</u>
.3290	.3290

Not less than seven (7) days prior to the effective date of any changes in the rates and charges, the Company will furnish to the Commission a proposed revised Price List reflecting the changed rates and charges. Any change below the maximum level shall not be construed as an application to increase rates.

INTRASTATE TOLL CARRIER TARIFF

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PRICE LIST

6. RATES AND CHARGES (Continued)

6.1 LCR 1+ (MTS) - Intrastate/IntraLATA Interexchange Rate Plan #1

Schedule of CURRENT Rates

RATE PER MINUTE

Initial 1 Minute

Each Additional Minute

.2490

.2490

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By: Martin J. Tibbitts, Managing Member

21 Kercheval Suite 280, Grosse Pointe, MI 48236

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INTRASTATE TOLL CARRIER TARIFF
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6. RATES AND CHARGES (Continued)

6.2 LCR 1+ (MTS) - Intrastate/InterLATA Interexchange Rate Plan #2

Two-point LCR 1+ rates between points within Arizona are based on the airline distance between rate centers. The following rates apply to Dial Station. The rates apply all days of the week as specified in the Rate Period Chart on Page 29. Subscribers may terminate calls to any city except when appropriate intrastate authority has not been granted. There is no installation or monthly charge for LCR 1+ (MTS) Intrastate/InterLATA. LCR 1+ (MTS) bills in one (1) minute increments with a one (1) minute minimum.

Schedule of MAXIMUM Rates

RATE PER MINUTE

<u>Initial 1 Minute</u>	<u>Each Additional Minute</u>
.3290	.3290

Not less than seven (7) days prior to the effective date of any changes in the rates and charges, the company will furnish to the Commission a proposed revised Price List reflecting the changed rates and charges. Any change below the maximum level shall not be construed as an application to increase rates.

INTRASTATE TOLL CARRIER TARIFF
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LCR Telecommunications, LLC

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PRICE LIST

6. RATES AND CHARGES (Continued)

6.2 LCR 1+ (MTS) Intrastate/InterLATA Interexchange Rate Plan #2

Schedule of CURRENT Rates

RATE PER MINUTE

Initial 1 Minute

Each Additional Minute

.1940

.1940

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By: Martin J. Tibbitts, Managing Member
21 Kercheval Suite 280, Grosse Pointe, MI 48236

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INTRASTATE TOLL CARRIER TARIFF

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6. RATES AND CHARGES6.3 LCR 1+ (MTS) - Intrastate/IntraLATA Interexchange Rate Plan #3

Two-point LCR 1+ rates between points within the LATA are based on the airline distance between rate centers. The following rates apply to Dial Station. The rates apply all days of the week as specified in the Rate Period Chart on Page 27. Subscribers may terminate calls to any city except when appropriate intrastate authority has not been granted. There is no installation or monthly charge for LCR 1+ (MTS) Intrastate/IntraLATA calls. LCR 1+ (MTS) bills in one (1) minute increments with a three (3) minutes minimum.

Schedule of MAXIMUM Rates

RATE PER MINUTEInitial 1 MinuteEach Additional Minute

.2800

.2800

Not less than seven (7) days prior to the effective date of any changes in the rates and charges, the Company will furnish to the Commission a proposed revised Price List reflecting the changed rates and charges. Any change below the maximum level shall not be construed as an application to increase rates.

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21 Kercheval Suite 280, Grosse Pointe, MI 48236

INTRASTATE TOLL CARRIER TARIFF

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PRICE LIST

6. RATES AND CHARGES (Continued)

6.3 LCR 1+ (MTS) - Intrastate/IntraLATA Interexchange Rate Plan #3

Schedule of CURRENT Rates

RATE PER MINUTE

Initial 1 Minute

Each Additional Minute

.1590

.1590

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A.C.C. Of Arizona NO. 1

LCR Telecommunications, LLC

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6. RATES AND CHARGES (Continued)

6.4 LCR 1+ (MTS) - Intrastate/InterLATA Interexchange Rate Plan #4

Two-point LCR 1+ rates between points within Arizona are based on the airline distance between rate centers. The following rates apply to Dial Station. The rates apply all days of the week as specified in the Rate Period Chart on Page 29. Subscribers may terminate calls to any city except when appropriate intrastate authority has not been granted. There is no installation or monthly charge for LCR 1+ (MTS) Intrastate/InterLATA. LCR 1+ (MTS) bills in one (1) minute increments with a three (3) minutes minimum.

Schedule of MAXIMUM Rates

<u>RATE PER MINUTE</u>	
<u>Initial 1 Minute</u>	<u>Each Additional Minute</u>
.3240	.3240

Not less than seven (7) days prior to the effective date of any changes in the rates and charges, the company will furnish to the Commission a proposed revised Price List reflecting the changed rates and charges. Any change below the maximum level shall not be construed as an application to increase rates.

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INTRASTATE TOLL CARRIER TARIFF
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PRICE LIST

6. RATES AND CHARGES (Continued)

6.4 LCR 1+ (MTS) Intrastate/InterLATA Interexchange Rate Plan #4

Schedule of CURRENT Rates

RATE PER MINUTE

Initial 1 Minute

Each Additional Minute

.1000

.1000

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21 Kercheval Suite 280, Grosse Pointe, MI 48236

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INTRASTATE TOLL CARRIER TARIFF
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6. RATES AND CHARGES (Continued)

6.5 LCR's Directory Assistance Service - Intrastate/IntraLATA

Schedule of MINIMUM Rates

\$.75 per call

Schedule of MAXIMUM Rates

\$1.00 per call

Refer to PRICE LIST for presently billed rates.

Issued: September 12, 2000
By: Martin J. Tibbitts, Managing Member
21 Kercheval Suite 280, Grosse Pointe, MI 48236

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INTRASTATE TOLL CARRIER TARIFF

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LCR Telecommunications, LLC

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PRICE LIST

6. RATES AND CHARGES (Continued)

6.5 LCR's Directory Assistance Service - Intrastate/IntraLATA

Schedule of CURRENT Rates

\$.85 per call

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By: Martin J. Tibbitts, Managing Member
21 Kercheval Suite 280, Grosse Pointe, MI 48236

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INTRASTATE TOLL CARRIER TARIFF

A.C.C. Of Arizona NO. 1

LCR Telecommunications, LLC

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6. RATES AND CHARGES (Continued)

6.6 LCR's Directory Assistance Service - Intrastate/InterLATA

Schedule of MINIMUM Rates

\$0.75 per call

Schedule of MAXIMUM Rates

\$1.00 per call

Refer to PRICE LIST for presently billed rates.

Issued: September 12, 2000

By: Martin J. Tibbitts, Managing Member

21 Kercheval Suite 280, Grosse Pointe, MI 48236

Effective:

INTRASTATE TOLL CARRIER TARIFF

A.C.C. Of Arizona NO. 1

LCR Telecommunications, LLC

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PRICE LIST

6. RATES AND CHARGES (Continued)

6.6 LCR's Directory Assistance Service - Intrastate/InterLATA

Schedule of CURRENT Rates

\$3.85 per call

Issued: September 12, 2000
By: Martin J. Tibbitts, Managing Member
21 Kercheval Suite 280, Grosse Pointe, MI 48236

Effective:

INTRASTATE TOLL CARRIER TARIFF
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6. RATES AND CHARGES (Continued)

6.7 BAD CHECK CHARGES

Schedule of MINIMUM Rates*
\$7.50

Schedule of MAXIMUM Rates
\$15.00

Refer to PRICE LIST for presently billed rates.

Minimum rates are one half the maximum rates.

Issued: September 12, 2000
By: Martin J. Tibbitts, Managing Member
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INTRASTATE TOLL CARRIER TARIFF

A.C.C. Of Arizona NO. 1

LCR Telecommunications, LLC

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PRICE LIST

6. RATES AND CHARGES (Continued)

6.7 BAD CHECK CHARGES

Schedule of CURRENT Rates

\$7.50

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By: Martin J. Tibbitts, Managing Member

21 Kercheval Suite 280, Grosse Pointe, MI 48236

Effective:

ATTACHMENT D

FINANCIAL STATEMENT

07/24/00

LCR Telecommunications, LLC
Balance Sheet
 As of July 24, 2000

Jul 24, '00

ASSETS**Current Assets****Checking/Savings**

1st Federal Checking Account 63,264.49

Deposit Account

International Traders Deposit 3,000.00

Punch and Judy Deposit 1,144.00

Total Deposit Account 4,144.00

LCR FF Money Market 40,000.00

NBD Checking 1,935.03

Total Checking/Savings 109,343.52**Other Current Assets**

Car Loan to Marty 3,500.00

Loan to David Hepp 800.00

Total Other Current Assets 4,300.00**Total Current Assets 113,643.52****Other Assets**

Computer Equipment 4,217.86

Furniture & Fixtures 1,992.63

Total Other Assets 6,210.49**TOTAL ASSETS 119,854.01****LIABILITIES & EQUITY****Liabilities****Long Term Liabilities**

Loan from John Mills 75,000.00

Loan from John Mills (Hi %) 10,981.93

Loan From L Tibbitts (hi%) 13,500.00

Loan from L.J. Tibbitts 25,000.00

Loan from Martin Tibbitts 1,363.02

Loan from MJT (Car Lease) 2,171.00

Total Long Term Liabilities 128,015.95**Total Liabilities 128,015.95****Equity**

Opening Bal Equity 1,000.00

Retained Earnings -73,914.50

Net Income 64,752.56

Total Equity -8,161.94**TOTAL LIABILITIES & EQUITY 119,854.01**

07/24/00

LCR Telecommunications, LLC

Profit and Loss

January 1 through July 24, 2000

Jan 1 - Jul 24, '00

Income	
Commission (Income)	-660.52
Rent (Income)	550.00
Revenue-Long Distance	
Revenue-Factored 1+ Receipts	408,392.02
Revenue-Trail Receipts	13,634.74
Total Revenue-Long Distance	422,026.76
Total Income	421,916.24
Expense	
Advertising	172.42
Bank Service Fees	524.00
Charge Reimbursement	241.26
Commission (Expense)	3,930.50
Consulting (Expense)	6,795.91
Donations	100.00
Dues and Fees	2,986.79
Entertainment	493.71
Expense Reimbursment	34.68
Licenses and Permits	427.24
Miscellaneous	2,782.19
Office Supplies	3,818.91
Payroll Services	70.40
Postage	4.30
Professional Fees	
Payroll Service Fees	88.85
Total Professional Fees	88.85
Rent (Expense)	6,854.30
Salaries	
Salaries-Distribution	16,000.00
Salaries-Employees	4,962.44
Total Salaries	20,962.44
Subscriptions	58.00
Taxes	
Taxes-Payroll	1,826.90
Total Taxes	1,826.90
Telecommunications--Wholesale	114,281.25
Telemarketing Services	178,103.52
Telephone	
Telephone-Cellular	338.91
Telephone-Office	4,894.70
Total Telephone	5,233.61
Uncategorized Expenses	0.00
Verification Expenses	7,372.50
Total Expense	357,163.68
Net Income	<u>64,752.56</u>

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION

To all to whom these presents shall come, greeting:

*I, Brian C. McNeil, Executive Secretary of the
Arizona Corporation Commission, do hereby certify that*

*****LCR TELECOMMUNICATIONS, LLC*****

*A Limited Liability Company organized under the laws of
the jurisdiction of Michigan, has on this 27th day of
July, 2000 obtained this Certificate of Registration
to transact business in the State of Arizona.*

*IN WITNESS WHEREOF, I have hereunto
set my hand and affixed the official seal
of the Arizona Corporation Commission.
Done at Phoenix, the Capitol, this
31st day of July, 2000, A. D.*



A handwritten signature in black ink, appearing to read "Brian C. McNeil".

Executive Secretary

BY: Mindy Robinson